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14 UNITED STATES DISTRICT COURT  
15 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
16

17 **WILLIAM TONG**, an individual, and  
18 **MALINEE DIBBAYAWAN**, an individual,

19 Plaintiffs,

20 v.

21 **STATE FARM GENERAL INSURANCE**  
**COMPANY**, an Illinois corporation, and  
22 **DOES 1 through 10**,

23 Defendants.  
24  
25  
26  
27  
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Case No. 2:24-cv-02219-DSF-MAR

**STIPULATED PROTECTIVE ORDER**

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential, proprietary, or private  
3 information for which special protection from public disclosure and from use for any purpose  
4 other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate  
5 to and petition the Court to enter the following Stipulated Protective Order. The parties  
6 acknowledge that this Order does not confer blanket protections on all disclosures or responses  
7 to discovery and that the protection it affords from public disclosure and use extends only to the  
8 limited information or items that are entitled to confidential treatment under the applicable legal  
9 principles. The parties further acknowledge, as set forth in Section 12.3, below, that this  
10 Stipulated Protective Order does not entitle them to file confidential information under seal;  
11 Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will  
12 be applied when a party seeks permission from the court to file material under seal.

13 B. GOOD CAUSE STATEMENT

14 Disclosure and discovery activity in this insurance and bad faith action is likely to  
15 involve production of confidential, proprietary, or private information for which special  
16 protection from public disclosure and from use for any purpose other than prosecuting this  
17 litigation may be warranted. State Farm contends that its internal guidelines and procedures  
18 contain proprietary intellectual property that was developed by State Farm for exclusive use by  
19 State Farm's claims personnel. State Farm contends that these materials are unique to State  
20 Farm, and are the product of internal analyses, and may contain commercial information  
21 developed by State Farm and belonging to State Farm and that it maintains certain of the  
22 responsive documents in confidence as the documents are not distributed outside of State Farm  
23 and are considered by State Farm to be confidential, trade secret protected and proprietary, the  
24 dissemination of these materials could cause competitive harm. Other categories of confidential  
25 documents from either party may be sought in this litigation. Accordingly, the Parties hereby  
26 stipulate to and petition the court to enter the following Stipulated Protective Order.

2. DEFINITIONS

2.1 Action: Tong et al. v. State Farm et al., United States District Court, Central District of California, Case No. 2:24-cv-02219-DSF-MAR

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or Items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “Confidential Information and/or Trade Secret Information.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.8 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.9 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.10 Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this

1 Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of  
2 that party, and includes support staff.

3 2.11 Party: any party to this Action, including all of its officers, directors, employees,  
4 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

5 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
6 Material in this Action.

7 2.13 Professional Vendors: persons or entities that provide litigation support  
8 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
9 organizing, storing, or retrieving data in any form or medium) and their employees and  
10 subcontractors.

11 2.14 Protected Material: any Disclosure or Discovery Material that is designated as  
12 “CONFIDENTIAL” or “Confidential Information and/or Trade Secret Information.”

13 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
14 Producing Party.

15 3. SCOPE

16 The protections conferred by this Stipulation and Order cover not only Protected Material  
17 (as defined above), but also (1) any information copied or extracted from Protected Material;  
18 (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
19 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

20 Any use of Protected Material at trial shall be governed by the orders of the  
21 trial judge. This Order does not govern the use of Protected Material at trial.

22 4. DURATION

23 Even after final disposition of this litigation, the confidentiality obligations imposed by  
24 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court  
25 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all  
26 claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after  
27 the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this

1 Action, including the time limits for filing any motions or applications for extension of time  
2 pursuant to applicable law.

3 All materials provided by the Parties pursuant to this Protective Order that are designated  
4 “CONFIDENTIAL” or “Confidential Information and/or Trade Secret Information.” will be used  
5 solely and exclusively for the preparation for and conduct of this litigation, and will not, unless  
6 directed by an appropriate Court in an enforceable order, be made available, disclosed, or  
7 disseminated in any manner for any business or other purpose whatsoever. Individuals  
8 authorized to review “CONFIDENTIAL” or “Confidential Information and/or Trade Secret  
9 Information” pursuant to this Protective Order will hold Confidential Information and/or Trade  
10 Secret Information in confidence and will not divulge the “CONFIDENTIAL” or “Confidential  
11 Information and/or Trade Secret Information,” either verbally or in writing, to any person or  
12 entity not otherwise directed to do so by an enforceable Court order. For purposes of this  
13 provision, an enforceable Court order does not include a subpoena issued by a private attorney  
14 and challenged by any Party or third party.

15 5. DESIGNATING PROTECTED MATERIAL

16 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party  
17 or Non-Party that designates information or items for protection under this Order must take care  
18 to limit any such designation to specific material that qualifies under the appropriate standards.  
19 The Designating Party must designate for protection only those parts of material, documents,  
20 items, or oral or written communications that qualify so that other portions of the material,  
21 documents, items, or communications for which protection is not warranted are not swept  
22 unjustifiably within the ambit of this Order.

23 Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
24 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to  
25 unnecessarily encumber the case development process or to impose unnecessary expenses and  
26 burdens on other parties) may expose the Designating Party to sanctions. If it comes to a  
27 Designating Party’s attention that information or items that it designated for protection do not

1 qualify for protection, that Designating Party must promptly notify all other Parties that it is  
2 withdrawing the inapplicable designation.

3 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order  
4 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
5 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so  
6 designated before the material is disclosed or produced.

7 Designation in conformity with this Order requires:

8 (a) for information in documentary form (e.g., paper or electronic documents, but  
9 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing  
10 Party affixat minimum, the legend “CONFIDENTIAL” or “Confidential Information and/or  
11 Trade Secret Information.”” (hereinafter “CONFIDENTIAL legend”), to each page that contains  
12 protected material. If only a portion or portions of the material on a page qualifies for protection,  
13 the Producing Party also must clearly identify the protected portion(s) (e.g., by making  
14 appropriate markings in the margins).

15 A Party or Non-Party that makes original documents available for inspection need not  
16 designate them for protection until after the inspecting Party has indicated which documents it  
17 would like copied and produced. During the inspection and before the designation, all of the  
18 material made available for inspection shall be deemed “CONFIDENTIAL” or “Confidential  
19 Information and/or Trade Secret Information.”” After the inspecting Party has identified the  
20 documents it wants copied and produced, the Producing Party must determine which documents,  
21 or portions thereof, qualify for protection under this Order. Then, before producing the specified  
22 documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that  
23 contains Protected Material. If only a portion or portions of the material on a page qualifies for  
24 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by  
25 making appropriate markings in the margins).

26 (b) for testimony given in depositions that the Designating Party identify the Disclosure  
27 or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL” or “Confidential Information and/or Trade Secret Information.”” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdraw the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the Court rules on the challenge.

## 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be

1 disclosed only to the categories of persons and under the conditions described in this Order.

2 When the Action has been terminated, a Receiving Party must comply with the provisions of  
3 section 13 below (FINAL DISPOSITION).

4 Protected Material must be stored and maintained by a Receiving Party at a location and  
5 in a secure manner that ensures that access is limited to the persons authorized under this Order.

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
7 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may  
8 disclose any information or item designated “CONFIDENTIAL” ” or “Confidential Information  
9 and/or Trade Secret Information.” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
11 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
12 information for this Action;

13 (b) the officers, directors, and employees (including House Counsel) of the Receiving  
14 Party to whom disclosure is reasonably necessary for this Action;

15 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
16 reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement  
17 to Be Bound” (Exhibit A);

18 (d) the court and its personnel;

19 (e) court reporters and their staff;

20 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to  
21 whom disclosure is reasonably necessary for this Action and who have signed the  
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (g) the author or recipient of a document containing the information or a custodian or  
24 other person who otherwise possessed or knew the information;

25 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action to  
26 whom disclosure is reasonably necessary provided: (1) the deposing party requests that the  
27 witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any



1 confidential information unless they sign the “Acknowledgment and Agreement to Be Bound”  
2 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages  
3 of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may  
4 be separately bound by the court reporter and may not be disclosed to anyone except as permitted  
5 under this Stipulated Protective Order; and

6 (i) any mediator or settlement officer, and their supporting personnel,  
7 mutually agreed upon by any of the parties engaged in settlement discussions.

8 7.3 Inappropriate Disclosures of “CONFIDENTIAL” Information or Items.:  
9 Confidential Information produced by the Designating Party will not be shared by the Receiving  
10 Party with any person or entity not defined in 7.2 (a) through (i) noted above. Upon demand of  
11 the Designating Party, Counsel for the Receiving Party must execute a certification under penalty  
12 of perjury advising (1) that the Receiving Party has taken appropriate steps to follow the  
13 provisions of the Stipulated Protective Order and (2) that the Receiving Party has undertaken to  
14 ensure that all signatories of Exhibit A to the Protective Order are in full compliance with the  
15 obligations hereunder. If Counsel for the Receiving Party is unable or unwilling to make such  
16 certification, counsel for the Designating Party can seek appropriate relief from the Court  
17 including but not limited to the right to withhold additional Confidential Information or  
18 Protected Material from production and any other relief as this Court shall deem to be  
19 appropriate.

20 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
21 LITIGATION

22 If a Party is served with a subpoena issued in other litigation that compels disclosure of  
23 any information or items designated in this Action as “CONFIDENTIAL” or “Confidential  
24 Information and/or Trade Secret Information” that Party must:

25 (a) promptly notify in writing the Designating Party. Such notification shall include a  
26 copy of the subpoena or court order;

1 (b) promptly notify in writing the party who caused the subpoena to issue in the other  
2 litigation that some or all of the material covered by the subpoena is subject to this Protective  
3 Order. Such notification shall include a copy of this Stipulated Protective Order; and

4 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
5 Designating Party whose Protected Material may be affected.

6 The Party served with the subpoena shall not produce any information designated in this  
7 action as “CONFIDENTIAL” or “Confidential Information and/or Trade Secret Information”  
8 before a determination by the court from which the subpoena issued. The Designating Party shall  
9 bear the burden and expense of seeking protection in that court of its confidential material and  
10 nothing in these provisions should be construed as authorizing or encouraging a Receiving Party  
11 in this Action to disobey a lawful directive from another court.

12 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS  
13 LITIGATION

14 (a) The terms of this Order are applicable to information produced by a Non-Party in  
15 this Action and designated as “CONFIDENTIAL” or “Confidential Information and/or Trade  
16 Secret Information.” Such information produced by Non-Parties in connection with this  
17 litigation is protected by the remedies and relief provided by this Order. Nothing in these  
18 provisions should be construed as prohibiting a Non-Party from seeking additional protections.

19 (b) In the event that a Party is required, by a valid discovery request, to produce a  
20 Non-Party’s confidential information in its possession, and the Party is subject to an agreement  
21 with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

22 (1) promptly notify in writing the Requesting Party and the Non-Party that some  
23 or all of the information requested is subject to a confidentiality agreement with a Non-  
24 Party;

25 (2) promptly provide the Non-Party with a copy of the Stipulated Protective  
26 Order in this Action, the relevant discovery request(s), and reasonably specific  
27 description of the information requested; and

1 (3) make the information requested available for inspection by the Non-Party,  
2 if requested.

3 (c) If the Non-Party fails to seek a protective order from this court within 14 days of  
4 receiving the notice and accompanying information, the Receiving Party may produce the Non-  
5 Party's confidential information responsive to the discovery request. If the Non-Party timely  
6 seeks a protective order, the Receiving Party shall not produce any information in its possession  
7 or control that is subject to the confidentiality agreement with the Non-Party before a  
8 determination by the court. Absent a court order to the contrary, the Non-Party shall bear the  
9 burden and expense of seeking protection in this court of its Protected Material.

10  
11 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

12 All confidential information must be held in confidence by those inspecting or receiving  
13 it and must be used only for purposes of this action. Counsel for each Party and each person  
14 receiving confidential information must take reasonable precautions to prevent the unauthorized  
15 or inadvertent disclosure of such information. If a Receiving Party learns that, by inadvertence  
16 or otherwise, it has disclosed Protected Material to any person or in any circumstance not  
17 authorized under this Stipulated Protective Order, the Receiving Party must immediately (a)  
18 notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to  
19 retrieve all unauthorized copies of the Protected Material and to prevent further disclosure by the  
20 Party and the person(s) receiving the unauthorized disclosure, (c) inform the person or persons to  
21 whom unauthorized disclosures were made of all the terms of this Order, and (d) request such  
22 person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is  
23 attached hereto as Exhibit A.

24 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
25 PROTECTED MATERIAL

26 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
27 produced material is subject to a claim of privilege or other protection, the obligations of the

1 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This  
2 provision is not intended to modify whatever procedure may be established in an e-discovery  
3 order that provides for production without prior privilege review. Pursuant to Federal Rule of  
4 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a  
5 communication or information covered by the attorney-client privilege or work product  
6 protection, the parties may incorporate their agreement in the stipulated protective order  
7 submitted to the court.

8 12. MISCELLANEOUS

9 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to  
10 seek its modification by the Court in the future.

11 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
12 Order no Party waives any right it otherwise would have to object to disclosing or producing any  
13 information or item on any ground not addressed in this Stipulated Protective Order. Similarly,  
14 no Party waives any right to object on any ground to use in evidence of any of the material  
15 covered by this Protective Order.

16 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected  
17 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under  
18 seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If  
19 a Party's request to file Protected Material under seal is denied by the court, then the Receiving  
20 Party may file the information in the public record unless otherwise instructed by the court.

21 13. FINAL DISPOSITION

22 (A) After the final disposition of this Action, as defined in paragraph 4, within 30 days of  
23 a written request by the Designating Party, each Receiving Party must return or destroy all  
24 Protected Material . As used in this subdivision, "all Protected Material" includes all copies,  
25 abstracts, compilations, summaries, and any other format reproducing or capturing any of the  
26 Protected Material. The Receiving Party must submit a written certification to the Producing  
27 Party (and, if not the same person or entity, to the Designating Party) by the 30 day deadline that  
28

(1) identifies (by category, where appropriate) all the Protected Material that was destroyed (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material and (3) . affirms that the Receiving Party has obtained a certification, which can be produced on demand from the Designating Party, from each of the parties that signed Exhibit A to this Protective Order signifying that each Exhibit A signatory has identified (by category, where appropriate) all the Protected Material that was shared and has been destroyed and affirms that each Exhibit A signatory has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

(B) Nothing in this Protective Order disallows State Farm from: (a) complying with any state or federal law or regulation, including reporting of information to a regulator or government entity as permitted and/or required by applicable state and federal law; (b) adding information discovered that is relevant to a claim to the relevant electronic record in its electronic claim system; (c) disclosing evidence of a crime or fraud; (d) retaining information necessary to meet mandated retention requirement; or (e) retaining copies of Confidential Materials that may exist on back-up media or other computer or archive storage not regularly accessed by business users in the ordinary course, provided that, should a copy of the Confidential Materials be accessed, it will be used for a purpose consistent with this Order.

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions, including but not limited to counsel's failure to comply with their obligations thereunder – both during the pendency of this matter and after the resolution of this matter.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorneys for Plaintiffs

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorneys for Defendant

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Name of Judge]

United States District/Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of \_\_\_\_\_ **[insert formal name of the case and the number and initials assigned to it by the court]**. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_